

**INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF SANFORD AND SEMINOLE COUNTY, FLORIDA REGARDING  
DE MINIMUS UTILITY SERVICE BOUNDARY CHANGES**

**THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF SANFORD AND SEMINOLE COUNTY, FLORIDA REGARDING DE MINIMUS UTILITY SERVICE BOUNDARY CHANGES** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, between Seminole County, Florida, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the “COUNTY”), and the City of Sanford, Florida a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (the “CITY”), collectively referred to as the ”Parties”.

**RECITALS**

**WHEREAS**, the COUNTY has authority pursuant to Section 125.01, *Florida Statutes*, and other controlling law, to enter into agreements such as this Interlocal Agreement; and

**WHEREAS**, the CITY has authority pursuant to Section 166.021, *Florida Statutes*, and other controlling law, to enter into agreements such as this Interlocal Agreement; and

**WHEREAS**, the COUNTY and the CITY presently maintain and operate high quality water and wastewater and other utility facilities and systems in their respective jurisdictions for the benefit of the public and in accordance with controlling law, applicable permits and agreements; and

**WHEREAS**, the COUNTY and the CITY are so located in relation to each other that it is to the advantage of the COUNTY and the CITY for the COUNTY to provide cooperative and collaborative utility services for COUNTY and CITY residents subject to the provisions of this Interlocal Agreement; and

**WHEREAS**, the COUNTY and the CITY have previously engaged in sound planning activities of a collaborative nature as evidenced by cooperative actions which include, but are not

limited to, the 1990 *Urban Service Area And Utility Service Area Agreement*, which was amended in 1993 and 1996, and the 2015 *Seminole County/City Of Sanford Joint Planning Agreement* which was entered in 2015; and

**WHEREAS**, the COUNTY and the CITY have been and are engaged in continuing discussions which are anticipated to result in the COUNTY and the CITY entering further comprehensive utility and other planning agreements in the future; and

**WHEREAS**, at the present time and in the future it is likely that the COUNTY and the CITY will be presented with situations in which development of a property is proposed and being processed through the appropriate development review processes, but the utility service area jurisdictional requirements are such that the geographically broad agreements between the COUNTY and the CITY are not feasible to apply and a small or de minimus deviation or variance from the jurisdictional utility boundaries would be reasonable, fair and prudent if agreed upon by the Parties; and



**WHEREAS**, it is the desire of the COUNTY and the CITY to address the aforementioned small or de minimus deviations or variances from the jurisdictional utility boundaries in an expeditious administrative manner that will not, generally, impact the broad agreements between the COUNTY and the CITY such as is being currently evaluated with regard to a pending project located on County Road 427 which, although the property being developed is located in the CITY's area of jurisdictional responsibility with regard to the provision of utility services, the provision of utility services would be better and more efficiently facilitated by the COUNTY; and

**WHEREAS**, the COUNTY and the CITY are authorized pursuant to the *Florida Interlocal Cooperation Act of 1969*, as set forth in Section 163.01, et. seq., *Florida Statutes*, to make efficient use of their respective powers, resources, authority, and capabilities by enabling

them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers and authority available to each of them; and

**WHEREAS**, the COUNTY and the CITY desire to cooperate in the provision of efficient utility services to COUNTY and CITY residents and provide for the sound economic development for the benefit of their property owners and citizens.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, to include the mutual terms, conditions, promises and covenants hereinafter contained, the COUNTY and the CITY agree as follows:

**Section 1. Recitals.** The COUNTY and the CITY acknowledge the recitals herein to be true and correct and form a material part of this Interlocal Agreement and the COUNTY and the CITY agree to be bound by each and every of the terms thereof, which recitals and terms are incorporated herein by this thereto.



**Section 2. Process for Minor Revisions to the County and City Utility Service Areas.**

(a). Notwithstanding the jurisdictional limits established in any interlocal agreement between the COUNTY and the CITY, the County Manager and the City Manager, or their written designees, may enter memorandums of agreement from time-to-time which provide for small or de minimus deviations or variances from the established jurisdictional boundaries when it is determined that utility services would be better and more efficiently facilitated by the jurisdiction which does not have jurisdictional responsibility and authority under prior agreements between the COUNTY and the CITY.

(b). Whenever a memorandum of agreement is entered, as aforesaid, providing for a small or de minimus deviation or variance the jurisdiction which is being permitted to provide utility service shall record the document in the Public Records (Land Records) of Seminole County

at its expense or at the expense of the property owner whose property is the subject of the action being taken.

(c). An exemplar memorandum of agreement is attached to this Interlocal Agreement as Exhibit “A”, which exhibit may be modified, as appropriate, to address each particular case.

### **Section 3. Indemnity; Insurance.**

(a). Each party hereto shall, to the extent and limits authorized by controlling law, indemnify, hold harmless and defend one another, from and against, all liability and expense including reasonable attorney’s fees and costs, in conjunction with any and all claims whatsoever for personal injuries or property damage, including loss of use caused by the negligent or deliberate acts or omissions of the party or its agents, officers or employees arising in any way out of or from the negligent performance or failure to perform, or the intentional misconduct of the party, its assigns, contractors, employees or agents in connection with any of the obligations of party under this Interlocal Agreement. The COUNTY and the CITY expressly retain all rights, benefits and immunities of sovereign immunity that are presently enjoyed under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, *Florida Statutes*. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or the CITY beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of the COUNTY or the CITY for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including, but not limited to, a claim sounding in tort, equity or contract. The COUNTY and the CITY shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by any third party relative to the actions taken under this Interlocal Agreement. Nothing in this Interlocal Agreement shall inure to

the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

(b). The COUNTY and the CITY shall maintain their respective risk management and insurance programs as they deem appropriate.

**Section 4. Notices.** All notices or other communication required or permitted to be given pursuant to this Interlocal Agreement shall be in writing and shall be construed as properly given if mailed by registered or certified mail with return receipt requested. For purposes of notice, the addresses of the COUNTY and the CITY shall be the addresses as follows:

**For the CITY:**

Norton N. Bonaparte, Jr., ICMA-CM  
City Manager  
City of Sanford City Hall  
300 North Park Avenue  
Sanford, Florida 32771



**For the COUNTY:**

Darren Gray  
County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**With a copy to:**

Kate Latorre, Esquire  
County Attorney  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771


**Section 5. Default.**

(a). In the event of default, the non-defaulting party shall be entitled to any and all legal remedies available under Florida law.

(b). The COUNTY and the CITY hereto shall give the other party written notice of any asserted defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults.

**Section 6. Severability.** If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the COUNTY and the CITY contained therein are not materially prejudiced and if the intentions of the COUNTY and the CITY can continue to be effectuated. To that end, the terms of this Interlocal Agreement are declared severable.

**Section 7. Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Interlocal Agreement.

**Section 8. Applicable Law/Venue.** This Interlocal Agreement and the provisions contained herein shall be construed, controlled,  and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Interlocal Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

**Section 9. Compliance with Laws.** Each Party shall comply with all provisions of controlling law in the implementation of this Interlocal Agreement including, but not limited to, those laws relating to public records and open government.

**Section 10. Attorney Fees.** In the event it becomes necessary to institute legal action to enforce any of the terms of this Interlocal Agreement, each party shall be responsible for payment of its own attorney fees and costs unless otherwise allowed by law.

**Section 11. Effective Date; Duration; Termination.** This Interlocal Agreement shall become effective after its execution by the authorized representatives of the COUNTY and the

CITY and upon the date of its recording with the Clerk of the Circuit Court of Seminole County. This Interlocal Agreement shall also be recorded in the public records of the COUNTY and the CITY. Either party may terminate this Interlocal Agreement by giving the other party at least 180 days advance written notice of such termination. Unless earlier terminated, this Interlocal Agreement shall remain in effect for so long as the COUNTY and the CITY have an agreement in effect relating to the utility service areas boundaries of the parties it being intended that the provisions hereof, or similar provisions, be incorporated into a future comprehensive agreement between the COUNTY and the City pertaining to utility service areas.

**Section 12. Failure to Enforce Not Waiver of the Right.** Failure by a party to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto. To that end, no waiver of any clause of this Interlocal Agreement or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of this Interlocal Agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement nor shall any waiver or indulgence granted by a party to the other be taken as an estoppel against the party.


**Section 13. Conflict of Interest.** The COUNTY and the CITY agree that they will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement by the other party, or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by and officer, employee or agent of the other party.

**Section 14. Further Documents.** The COUNTY and the CITY hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Interlocal Agreement.

**Section 15. Records.** Should any Party receive a public record request pursuant to Chapter 119, *Florida Statutes*, or other controlling law, concerning this Interlocal Agreement, then each party shall promptly provide the other party with a copy of any request and shall promptly provide the other party with a copy of the response(s) to any such request.

**Section 16. Captions.** Sections and other captions contained in this Interlocal Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Interlocal Agreement, or any provision hereto.

**Section 17. Force Majeure.** The obligations hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, cyber breaches, civil disobedience, geologic subsidence, electrical failure, malfunctions, epidemic, pandemic and events of a similar nature, the obligations shall be excused until the cause or causes thereof have been remedied.


**Section 18. Interpretation.**  The COUNTY and the CITY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under any heading may be considered to be equally applicable under another in the interpretation of this Interlocal Agreement. This Interlocal Agreement is the result of *bona fide* arm's length negotiations between the COUNTY and the CITY and all COUNTY and the CITY have contributed substantially and materially to the preparation of this Interlocal Agreement. This Interlocal Agreement shall not be construed more strictly against any party on the basis of being the drafter thereof, and all COUNTY and the CITY have contributed to the drafting of this Interlocal Agreement. All provisions of this Interlocal Agreement shall be read and applied in *para materia* with all other provisions hereof and with all other agreements between the COUNTY and the CITY.



**Section 19. Modification.** This Interlocal Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith executed by all COUNTY and the CITY to this Interlocal Agreement.

**Section 20. Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**Section 21. Entire Agreement; Effect on Prior Agreements.** This instrument constitutes the entire agreement between the COUNTY and the CITY and supersedes all previous discussions, understandings, and agreements between COUNTY and the CITY directly and precisely relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the COUNTY and the CITY in writing by formal amendment.

**IN WITNESS WHEREOF,** the COUNTY and the CITY hereto have entered this Interlocal Agreement and executed and delivered  this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this Interlocal Agreement and to bind the COUNTY and the CITY set forth herein.

*[Signature page on the following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners  
of Seminole County, Florida

By: \_\_\_\_\_  
JAY ZEMBOWER  
Chairman

Date: \_\_\_\_\_

Approved as to form and legality for  
the use and reliance of the Board of  
County Commissioners only:

\_\_\_\_\_  
NEYSA BORKERT  
Deputy County Attorney

ATTEST:

CITY OF SANFORD



\_\_\_\_\_  
TRACI HOUCHIN, MMC, FCRM  
City Clerk

\_\_\_\_\_  
ART WOODRUFF  
Mayor

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
LONNIE GROOT,  
Assistant City Attorney

Attachments:  
Exhibit A – Example MOU

NJB/kly  
7/3/24  
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**EXHIBIT “A”**

**EXAMPLE  
MEMORANDUM OF AGREEMENT FOR MINOR REVISIONS TO COUNTY AND  
CITY UTILITY SERVICE AREAS**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered on the last date below written between Seminole County, Florida, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the “COUNTY”), and the City of Sanford, Florida a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (the “CITY”), collectively referred to as the “Parties”.

***WITNESSETH:***

**WHEREAS,** the Parties have the common goal of promoting, marketing, organizing and implementing the effective, logical and efficient provision of water and wastewater utility services within unincorporated Seminole County and the City of Sanford; and



**WHEREAS,** the Parties entered into an agreement styled “Interlocal Agreement Between The City Of Sanford And Seminole County, Florida Regarding De Minimus Utility Service Boundary Changes” on \_\_\_\_\_ 2024 authorizing the Parties’ respective managers or designees to enter into this MOA; and

**WHEREAS,** the Parties desire to implement the provisions of the aforementioned Interlocal Agreement as set forth herein; and

**WHEREAS,** the Parties have determined that utility services would be better and more efficiently facilitated by the jurisdiction which does not have jurisdictional responsibility and authority under prior agreements between the COUNTY and the CITY.

**NOW, THEREFORE,** for and in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by the Parties, it is hereby **AGREED AS FOLLOWS:**

**Section 1: Recitals.** The parties acknowledge the recitals herein to be true and correct and agree to be bound by each and every of the term hereof.

**Section 2: Minor Revision to Utility Service Areas.**

(a). Notwithstanding the jurisdictional limits established in any interlocal agreement between the COUNTY and the CITY, the following small or de minimus deviations or variances from the established jurisdictional boundaries is hereby made and implemented:

The  (COUNTY OR CITY)  shall provide \_\_\_\_\_ utility service(s) to the following described real property which is assigned

Tax Parcel Identification Number(s): \_\_\_\_\_

by the Seminole County Property Appraiser:



*[Legal Description here].*

(b). This document shall be recorded in the Public Records (Land Records) of Seminole County by the property owner, at the cost of the property owner, whose property is the subject of this MOA and no action shall be taken to implement the provisions of this MOA until proof of such recordation has been provided to the COUNTY and the CITY.

**Section 3: Entire MOA Effect on Prior Agreement.** This instrument does not affect any previous agreements between the Parties relating to the provision of utility services except with regard to the specific property addressed in this MOA and the provision of utility services to that property.

**IN WITNESS WHEREOF**, the Parties hereto have entered this MOA and executed and delivered this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this MOA and to bind the Parties set forth herein.

ATTEST:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners  
of Seminole County, Florida

By: \_\_\_\_\_  
DARREN GRAY  
County Manager

Date: \_\_\_\_\_

Approved as to form and legality for  
the use and reliance of the Board of  
County Commissioners only:

\_\_\_\_\_  
NEYSA BORKERT  
Deputy County Attorney



ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
TRACI HOUCHIN, MMC, FCRM  
ICMA-CM<sup>1</sup>

\_\_\_\_\_  
NORTON N. BONAPARTE, Jr.  
City Manager

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
WILLIAM L. COLBERT  
City Attorney



\_\_\_\_\_  
<sup>1</sup> Or designee.